



INVITATION FOR BIDS
Installation of Residential Septic System(s)

Sewee to Santee Watershed Project
April 1, 2010

This project was funded wholly or in part by the US EPA under a Section 319 Grant through the SC Department of Health and Environmental Control (SC DHEC).

PROJECT OVERVIEW

DATE:	April 1, 2010
SOLICITATION NUMBER:	IFB NO. S2S -1
DESCRIPTION OF WORK:	Installation of Residential Septic Systems(s)
LAST DAY FOR WRITTEN QUESTIONS:	April 9, 2010 at 5:00 P.M. Fax No. (843) 727-4541
PRE-BID CONFERENCE:	April 9, 2010: 9:00-10:00 A.M., Sewee Visitor & Environmental Education Center, 5821 Highway 17 North, Awendaw, SC 29429
BID DUE DATE/TIME:	April 15, 2010 at 3:00 P.M.
LOCATION & CONTACT:	Charleston Soil and Water Conservation District 2070 Northbrook Blvd., Suite A-8, North Charleston, SC 29406 Debbie Eckard: 843-727-4160 x 3 Fax: 843-727-4541 E-mail: Debbie.Eckard@sc.nacdnet.net

This solicitation does not commit the Charleston Soil and Water Conservation District (hereinafter “the District”) to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The District reserves the right to accept or reject any, all or any part of bids received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interest of The District to do so. The District will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.

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GENERAL TERMS AND CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

- A. Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX or other facsimile transmittal.
- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to the Charleston Soil and Water Conservation District, 2070 Northbrook Blvd., Suite A-8, North Charleston, SC 29406. Each sealed envelope containing a bid shall be marked on the outside with the Bidder's complete name, address, and bid number, along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.
- C. **Bids submitted after the "Closing" date and time are considered "Late Bids". "Late Bids" will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for closing of bid, but not thereafter.
- E. Bidders shall promptly notify The District, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the Project premises and local conditions.
- F. Bidders requiring clarification or interpretation of the IFB documents shall make a written request which must be received at the Charleston Soil and Water Conservation District no later than the last date and time for submittal of written questions.
- G. Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the District website at <http://www.dnr.sc.gov/conservation/districtsdnr/charleston.html> for any additional information, revisions, or addenda that may be posted.
- H. No substitutions will be considered after the Contract award except by amendment or change order.

- I. Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks on the Bid Form shall be considered cause for rejection of a bid.
- J. The District seeks a single, qualified company to be responsible for completion of the Work (hereinafter "Work") described herein (although The District reserves the option to award portions of the project to multiple bidders if such is to the advantage of The District). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to The District.
- K. The following are included in the Bid Package:
 - General Terms and Conditions
 - Project Specific Terms and Conditions
 - Project Specifications
 - Attachment A: Sample Contract / Purchase Order
 - Attachment B: Sample Forms Required for Bid
 - Attachment C: Sample Forms Required to Close out Job

2. **GRATUITIES AND KICKBACKS**

- A. **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. Violation of this clause may result in Contract termination.

3. **NON-COLLUSION OATH**

Every bid must be accompanied by a notarized affidavit of non-collusion, executed by the bidder

or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

4. BIDDER REPRESENTATIONS

Each Bidder by submitting a bid represents that:

- A. The Bidder has read and understands this Invitation for Bids (including all specifications and attachments) and that their bid is made in accordance therewith.
- B. The Bidder has reviewed the Invitation for Bids, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The bid is based on the terms, materials, systems and equipment required by this Invitation for Bids, without exception.
- D. The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the Contract, will do so in a professional, timely manner using Bidder's best skill and attention.

5. AWARD OF CONTRACT

- A. Award of Contract will be made to the lowest responsive and responsible bidder(s) whose bid, conforming to the Invitation for Bids, is most advantageous to The District, price and other factors considered.
- B. The District reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.
- C. Award of contract will be made to a bidder who has no current or pending actions of enforcement held against them by either SC DHEC or the Dept. of Labor and Licensing.
- D. The District shall be the sole judge of the suitability of the items or services to be provided pursuant to this Invitation for Bids.

6. NOTICE OF AWARD OF CONTRACT

The successful Bidder will be notified of acceptance of bid by a written Notice of Award of contract. The successful Bidder shall not undertake any work, and The District will not be responsible for payment for any work whatsoever undertaken by successful Bidder prior to issuance of the Contract / Purchase Order(s).

7. MODIFICATION

The District shall have the unilateral right to modify any contract resulting from this IFB, within

the general Scope of Work, when the modification is in the best interest of The District. The right to issue change orders is not dependent upon the consent of the successful Bidder. At the direction of The District Chairman, the successful Bidder is obligated to perform the revised contract. Contract fees or prices will be equitably adjusted where an issued change order so demands.

No claim by the successful Bidder for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract. "Final Payment" is defined as the last payment from The District to the successful Bidder of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

8. INSURANCE REQUIREMENTS

At all times during the term of the Contract the successful Bidder shall carry insurance with required coverages as specified in Attachment B, *Sample Forms Required for Bid*. Refusal or failure to submit such certificate(s) and endorsement(s) shall constitute grounds for The District to revoke its Notice of Award, forfeit bid security, and award the Contract to another successful Bidder. The District may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The successful Bidder shall also require any sub-contractors to carry the same coverages in the same amounts.

9. CONDITIONS AFFECTING THE WORK

The successful Bidder shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the successful Bidder to do so will not relieve him from responsibility for successfully performing the Work without additional expense to The District. The District assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of any agreement resulting from this IFB, unless such understandings or representations by The District are expressly stated in said agreement.

10. INDEPENDENT CONTRACTOR

The successful Bidder is an independent contractor and shall not be deemed the agent or employee of The District for any purpose whatsoever.

11. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the Bidder may be requested by The District to submit a statement providing additional information regarding their previous experience in performing comparable work.

12. ASSIGNMENT

The successful Bidder shall not assign in whole or in part any contract resulting from this IFB without the prior written consent of The District. The successful Bidder shall not assign any

money due or to become due under said Contract without the prior written consent of The District.

13. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the Bidder shall provide to The District's Administrative Coordinator (Debbie Eckard) a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor. These may be electricians and plumbers.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of The District.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time The District determines that any subcontractor is incompetent or undesirable, he shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this Invitation for Bids shall create any contractual relationship between any subcontractor and The District.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.
- G. Bidders must complete Subcontractors Data Form for all subcontractors, if applicable; see Attachment B, *Sample Forms Required for Bid*.

14. RETENTION OF RECORDS

The successful Bidder agrees to maintain for three (3) years from the date of final payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The successful Bidder agrees to provide to The District, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The successful Bidder further agrees to include these provisions in any subcontracts issued in connection with this Contract.

15. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence or intentional acts of The District, the successful Bidder hereby expressly agrees to indemnify and hold The District harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the successful Bidder in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the successful Bidder expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the successful Bidder and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by The District and/or its officers or employees or by any member of the public, to indemnify and save The District and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the successful Bidder, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by The District. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by The District and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the successful Bidder's employees and any person, directly or indirectly employed by the successful Bidder (including, without limitation, any employee of any subcontractor), The District's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When The District submits notice, successful Bidder shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the successful Bidder will indemnify and save The District and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the successful Bidder in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by The District and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the successful Bidder's employees and any person, directly or indirectly employed by the successful Bidder (including, without limitation, any employee of any subcontractor), The District's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When The District submits notice of claim that triggers the indemnity, the successful Bidder shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in the Contract shall not limit the successful Bidder's obligations under this section. The terms and conditions contained in this section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of The District, the successful Bidder's obligations shall be reduced in proportion to The District's fault. The obligations herein shall also extend to any actions by The District to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

16. SUSPENSION OF WORK

The District may order, in writing, the successful Bidder to suspend, delay, or interrupt all or any part of the Work for such period of time as The District may determine to be appropriate for the convenience of The District, or for noncompliance with the Contract requirements.

17. TERMINATION

A. For Default

If the successful Bidder refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of The District, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of The District, to be material (including, without limitation, the requirement that successful Bidder obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this section, the District shall have the right to terminate forthwith this Contract by written notice to the successful Bidder. In the event of such default, the advance notice period for termination is waived and the successful Bidder shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the successful Bidder's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to The District resulting from successful Bidder's default.

B. Rights Cumulative

The rights and remedies of The District provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

18. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Work covered by the bid and provided by the successful Bidder are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the successful Bidder shall furnish to The District for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the successful Bidder contemplates incorporating in the Work. When required by the Contract or when called for by The District, the successful Bidder shall provide full information concerning the material or supplies which Bidder contemplates incorporating in the Work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

- B. By signing its bid, the successful Bidder will be deemed to have represented that its staff is knowledgeable about and experienced in performing the Work required in this IFB and warrants that it will use best skill and attention to provide above described Work in a professional, timely manner.
- C. The District may, in writing, require the successful Bidder to remove from the Work any employee The District deems incompetent, careless or otherwise objectionable.

19. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the successful Bidder throughout the pendency of this Work. The successful Bidder shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold The District harmless and indemnify same in the event of non-compliance as set forth in the Contract.

By signing a bid, the Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder and its subcontractors or sub-subcontractors; or (b) that the Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Bidder agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

20. PERMITS AND LICENSES

- A. The successful Bidder shall, without additional expense to The District, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, a municipality or The District or any other authority having jurisdiction.
- B. Prior to execution of the Contract, the successful Bidder will be required to provide a copy of its current applicable contractor's license issued by the State of South Carolina or The District on all bids, including those subcontractors subject to licensing which may be required on the Bid Form.
- C. Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses including, but not limited to, applicable County Contractor's Licenses, from The District's Building Inspection and its Revenue Collections

Department. Contractor's License Number, Person's Name, and Business Name must all be shown on all required licenses.

21. CONTROLLING LAW

The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in the Circuit Court of the Ninth Judicial Circuit, Charleston County, South Carolina.

22. STATE AND LOCAL TAXES

- A. **Except as otherwise provided, Contract prices shall *include* all applicable state and local taxes.**
- B. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDOR"). When and if The District receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, (See Attachment B, *Sample Forms Required for Bid*), such withholding shall cease.
- C. The successful Bidder shall calculate that portion of the Contract which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Bidder. If the successful Bidder is a non-South Carolina company, The District will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes County with a valid South Carolina Use Tax Registration Certificate Number.
- D. The successful Bidder shall indemnify and hold harmless The District for any loss, cost, or expense incurred by, levied upon or billed to The District as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

23. INCORPORATION BY REFERENCE

The contents of this Invitation for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the Contract.

24. NON-DISCRIMINATION

The successful Bidder shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

25. DRUG -FREE WORKPLACE ACT

The successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended).

PROJECT SPECIFIC TERMS AND CONDITIONS
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1. WRITTEN QUESTIONS DEADLINE:

The last day and time for submitting written questions is no later than **5:00 p.m., April 9th, 2010.**

2. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 p.m., April 15, 2010, (as indicated on the official clock in the Charleston Soil and Water Conservation District clock)** after which time will be publicly closed and read.

3. PROJECT TIME OF COMPLETION:

There will be a maximum of **ten (10) calendar days** for completion of each septic tank project. A Contract/ Purchase Order will be issued for each project. The Contract / Purchase Order(s) will also serve as the Notice to Proceed; however, you must meet with The District Administrative Coordinator (Debbie Eckard) and sign an acknowledgement of actual effective date which will be stated on the Purchase Order. Any work initiated prior to expiration of this Contract must be completed.

4. PAYMENT TO CONTRACTOR

A. The District agrees to pay for the performance of the Work, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in this IFB (No. S2S-1), on the following basis:

Two (2) payments for each septic system will be made based on the completed Work with the acceptance of the Work by The District's authorized Representative. The first (1st) payment, ninety percent (90%) of the completed work will be paid when The District's authorized Representative has seen the septic system installation prior to the system being covered with the felt/resin paper and the fields being covered. This payment will be made after The District's authorized Representative has completed inspection and the installation has been accepted.

The second (2nd) payment will be made when the system is in compliance and remains operational without failure for twenty (20) days after the initial acceptance of the installation. If there is failure in the system or warranty work needs to be completed within the twenty (20) days retention period, the repairs will be made and the twenty (20) day retention period will start over when the system is repaired and operational.

B. The District may at any time request backup documentation for any invoice for which it reasonably has questions. Payment may be withheld until such information is provided, as required by The District.

C. Special income tax withholding: two percent (2%) income tax withholding as required by Section 12-8-540 and 12-8-550 of the *Code of Laws of South Carolina* (1976, as amended) for certain out-of-state contractors.

PROJECT SPECIFICATIONS

- A. These projects are to repair and/or update existing septic system(s). The successful bidder will repair and/or update the septic system according to the SC DHEC site evaluation and recommendations.
- B. The number of feet of field line shown in the attached SC DHEC site evaluation and recommendation will provide a guideline to have the system meet the current standards or provide a guideline on the best repair possible given the existing site conditions. It is the intent of this repair and/or replacement to make the homeowner aware that this system should be pumped at a minimum of three years at the property owner expense. This is a guideline to keep the system operable and not contaminated with solids.
- C. Contractor must meet and review with The District these specifications.
- D. Contractor must contact The District when the project will start a minimum of three working days in advance via telephone (843-727-4160 x 3) or e-mail Debbie.eckard@sc.nacdnet.net.
- E. Contractor must submit a schedule of progress to The District in a simplified manor for the Inspector to follow and monitor the progress.
- F. Detailed SC DHEC site evaluations are available to read and copy at The District at 2070 Northbrook Blvd., Suite A-8, North Charleston, SC 29406.

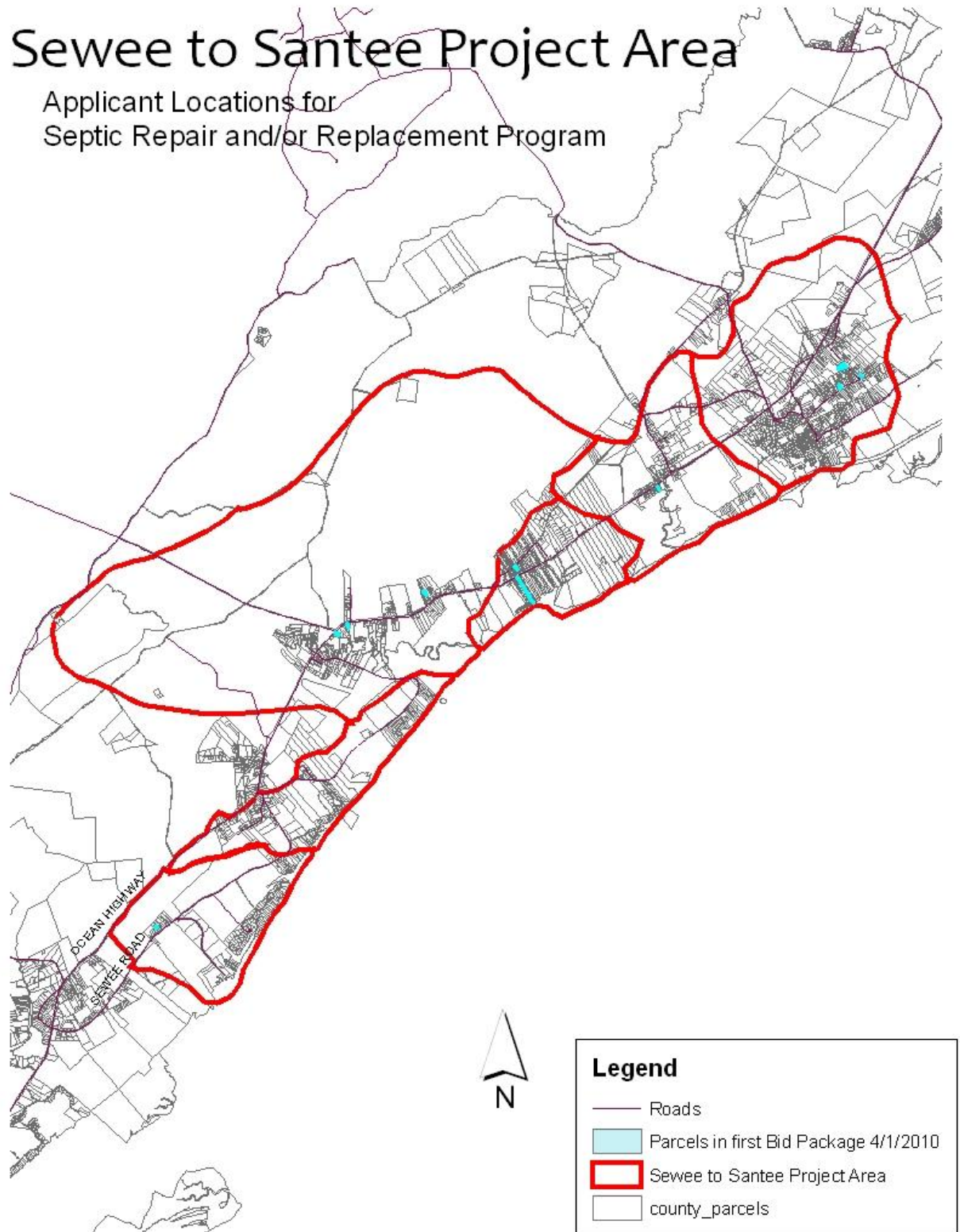
Site Locations and Specifications:

No.	Name	Address	Telephone #
1.	Cherlyn Brown	969 Toby Road, McClellanville, SC 29458	843-887-3650 843-870-6849
	Repair: Correct uneven plumbing under house. Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		
2.	Deborah / James Cash	8519 Old Georgetown Road McClellanville, SC 29458	843-887-3273
	Repair: Correct uneven plumbing under house. Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		
3.	Bernard Gibbs	963 Toby Road, McClellanville, SC 29458	843-240-3678
	Repair: Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		
4.	Joann Fordham	7413 Highway 17 North Awendaw, SC 29429	843-928-3313
	Repair: Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		
5.	Hilda Gathers	1166 Samson Road McClellanville, SC 29458	843-991-5990
	Repair: Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		
6.	Arnold Martin	554 Society Road McClellanville, SC 29458	718-320-4158
	Repair: Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		
7.	Eliza Oree	8489 Highway 17 North McClellanville, SC 29458	843-887-3124
	Repair: Correct uneven plumbing under house. Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		
8.	Rebecca Scott	9403 Highway 17 North McClellanville, SC 29458	843-887-3299 843-329-3871
	Repair: Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		
9.	Richard Simmons	859 Richard Main Drive Awendaw, SC 29429	843-928-3367 843-670-2572
	Repair: Repair to septic tank lid and pump out septic system.		
10.	Margie Steed	7483 Highway 17 North Awendaw, SC 29429	843-539-6416
	Repair: Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		
11.	Clearence Weston	724 Society Road McClellanville, SC 29458	843-887-3511
	Repair: Install Elevated Infiltration System (601). Connect to existing straight piping. Properly abandon the existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.		

Map of total project area.

Sewee to Santee Project Area

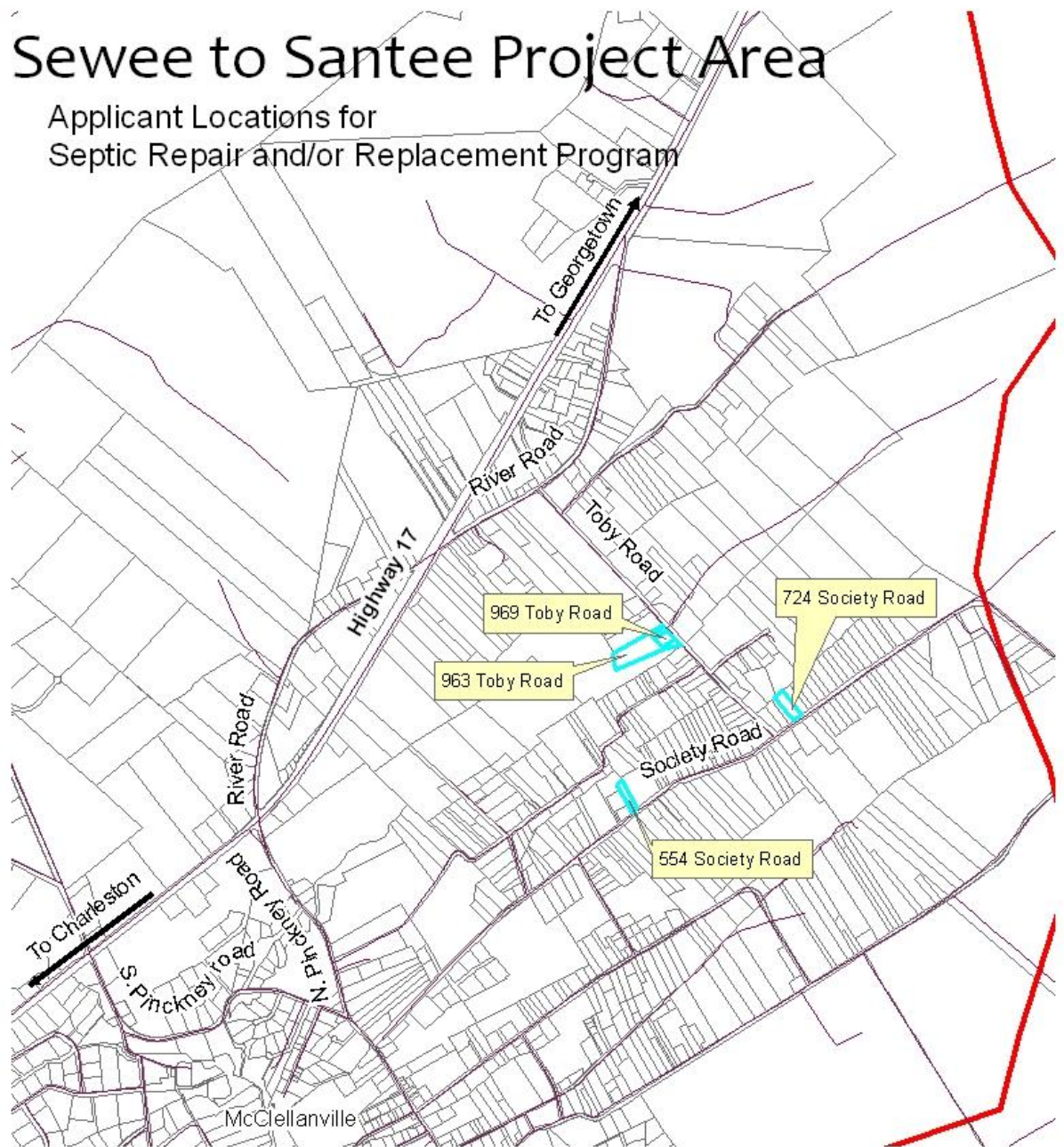
Applicant Locations for
Septic Repair and/or Replacement Program



Map of upper project area (1 of 4).

Sewee to Santee Project Area

Applicant Locations for
Septic Repair and/or Replacement Program



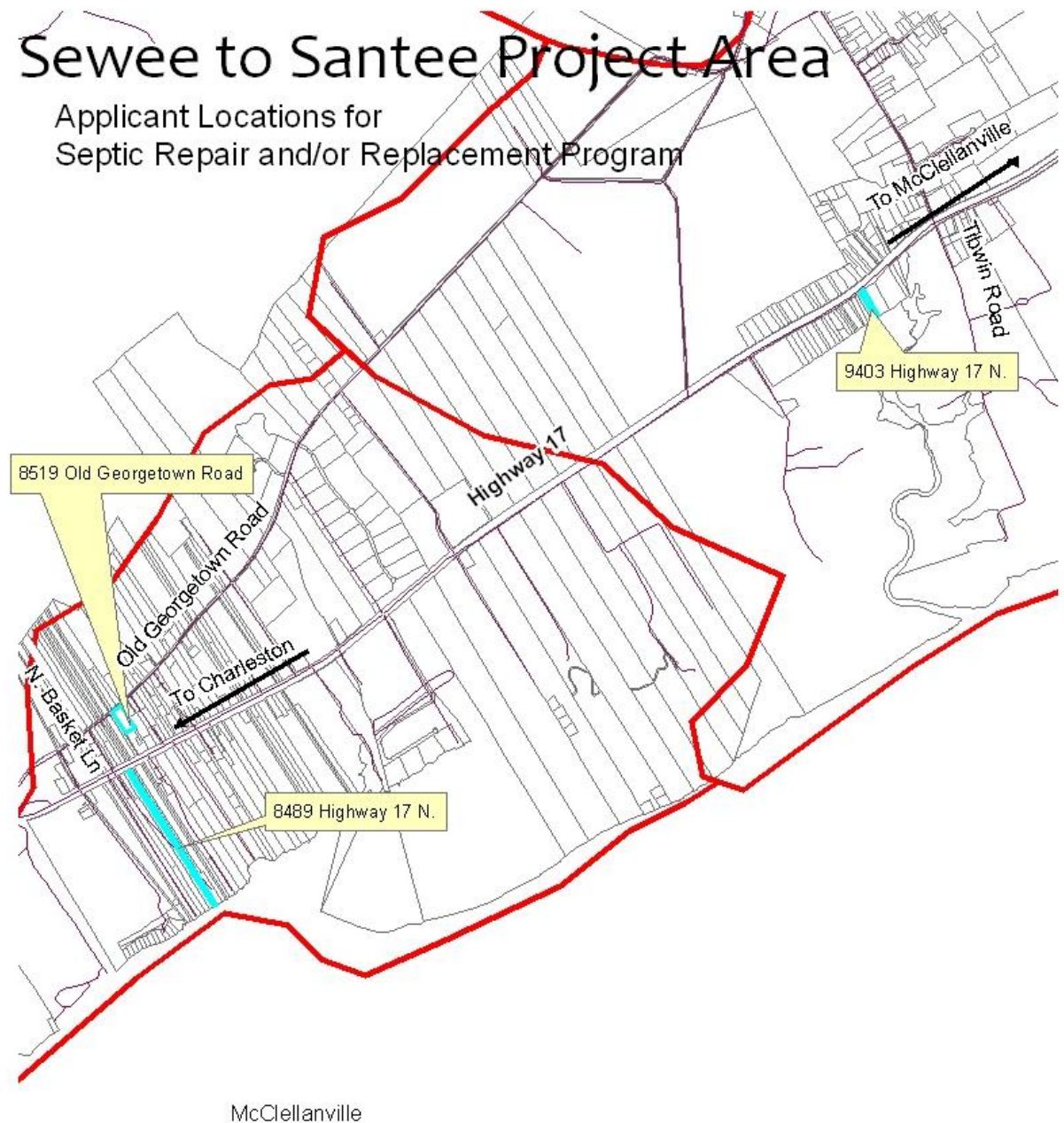
Legend

-  Roads
-  Parcels in first Bid Package 4/1/2010
-  Sewee to Santee Project Area
-  county_parcel

Map of middle upper project area (2 of 4).

Sewee to Santee Project Area

Applicant Locations for
Septic Repair and/or Replacement Program



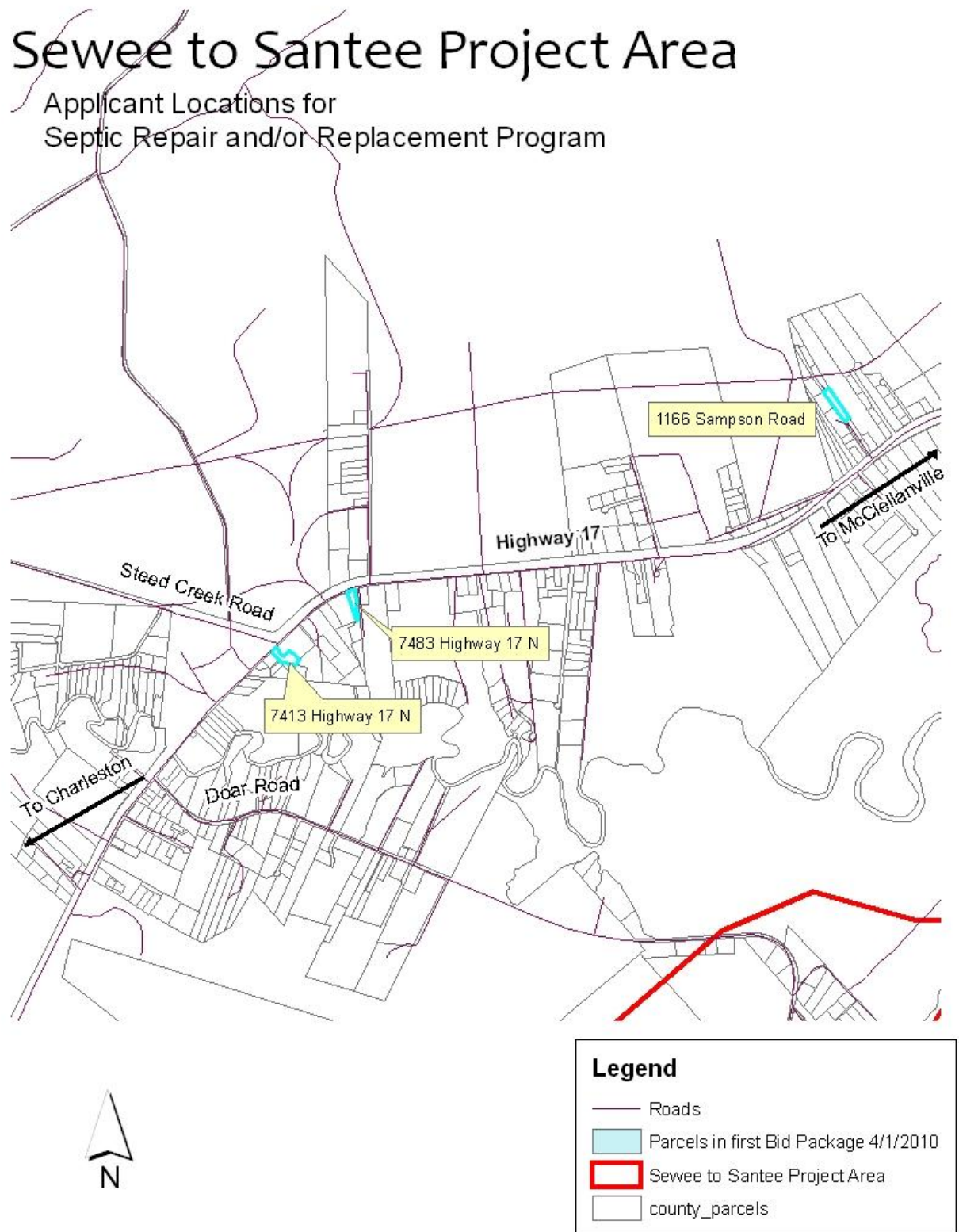
Legend

- Roads
- Parcels in first Bid Package 4/1/2010
- Sewee to Santee Project Area
- county_parcel

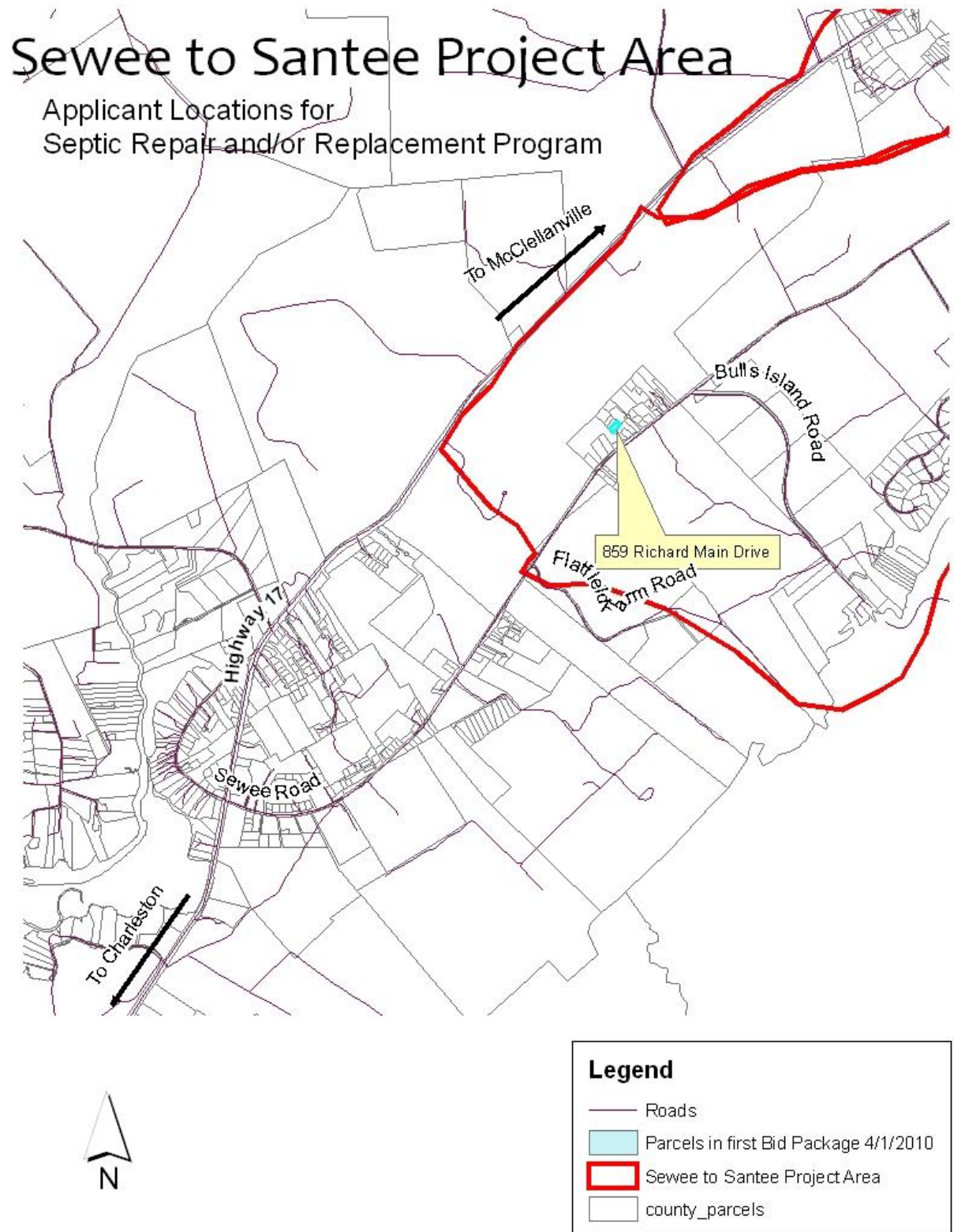
Map of middle lower project area (3 of 4).

Sewee to Santee Project Area

Applicant Locations for
Septic Repair and/or Replacement Program



Map of lower project area (4 of 4).



ATTACHMENT A

SAMPLE CONTRACT / PURCHASE ORDER

CONTRACT AND PURCHASE ORDER FOR SUPPLIES OR SERVICES

1. IFB number:	S2S-1				
2. Purchase order number:					
3. Date:					
4. Issued by:	Charleston Soil and Water Conservation District				
address	2070 Northbrook Blvd., Suite A-8				
city, state zip	N. Charleston, SC 29406				
phone	843-727-4160 x 3				
fax	843-727-4541				
e-mail	debbie.eckard@sc.nacdn.net				
5. Issued to (contractor):					
address					
city, state zip					
phone					
e-mail					
fax					
DHEC liscence number					
federal tax ID number					
state of incorporation					
The contractor hereby accepts the offer represented by the numbered purchase order as it may previously have been or is now modified, subject to all of the terms and conditions set forth in the S2S-1 IFB and agrees to perform the services and supplies listed in this purchase order and contract.					
					Signature and Date Signed
Typed Name and Title:					
6. Services and supplies:	Installation of Residential Septic Systems				
	Address	System Type	Quantity	Unit Price (\$)	Amount (\$)
	Ex. 13 Sewee Road, Awendaw, SC 29429	above ground sand filter	1	10000	10000
Total amount of contract:					10000
Amount of contract invoiced / due to contractor:					9659
Difference:					341
7. Services and supplies due:	Multiply number of systems by 10 days; add to Date of Contract				
8. Mail Invoices to:	See item 4				
9. Form of payment:	Charleston Soil and Water Conservation District check				
10. Payment mailed to:	See item 5				
11. Schedule of services and supplies:	See IFB No. S2S-1 for complete details				
12. Payment schedule for services and supplies:	See page 13 in IFB No. S2S-1 (section 4.A. Payment to Contractor)				
2 payments: 90% due on Charleston Soil & Water Conservation District inspection; additional 10% due 20 days after compliant operation for 20 days					
13. Contract tracking of services:	Name and date				
Services received	<input type="checkbox"/>				
Inspected	<input type="checkbox"/>				
Paid 90% after inspection	<input type="checkbox"/>				
20 days compliant	<input type="checkbox"/>				
Paperwork for close job complete	<input type="checkbox"/>				
Paid final 10% after 20 days compliant	<input type="checkbox"/>				
Accepted; conforms to contract except as noted:	<input type="checkbox"/>				
I certify this account is correct and proper for payment					
					Signature and Date Signed
Typed Name and Title:					

MARK ALL PAGAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN ITEM 1 AND 2.

Blue indicates fill out before work completed

Orange indicates fill out after work completed

ATTACHMENT B

SAMPLE FORMS REQUIRED FOR BID

CHECKLIST FOR BID SUBMITTAL

✓	Bid Form(s)
✓	Compliance with Illegal Immigration Act
✓	Non-Collusion Oath
✓	Equal Employment Opportunity Certification
✓	Drug-free Workplace Certification
✓	Insurance Requirements
✓	Description of Comparable work (optional and recommended)
✓	Subcontractor Data Form (if applicable)
✓	I-312 Non-Resident Tax Payer (if applicable-for out of state contractor)

BID FORM
Page One of Two

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

1. That the Bidder has carefully examined the plans and specifications with the related documents and the site of the Project for which the Bidder is submitting a bid.
2. That the Bidder has no current or pending actions of enforcement held against them by either SC DHEC or the Dept. of Labor and Licensing.
3. That the Bidder is familiar with all the conditions surrounding the performance of the Work required for this Project, including the availability of materials, equipment, supplies, and labor.
4. That, if the Bidder is awarded the Contract, the Bidder will provide all labor, material, supplies, and equipment and execute the Work in accordance with the Contract Documents.
5. That, if the Bidder is awarded the Contract, the Bidder will commence Work after the issuance of a Purchase Order as required in the resulting Contract.
6. That, if the Bidder is awarded the Contract, the Bidder agrees that if the Work or any part thereof is not completed within the Contract Time (including any extension thereof), the Bidder will be liable for Liquid Damages in accordance with the Contract.
7. That, if the Bidder is awarded the Contract, the Bidder will provide insurance coverage as required in Attachment B. The cost of the insurance is included in the bid.
8. That the Bidder understands that The District reserves the right to reject any bids which do not meet the requirements or all bids in the event that the Project is canceled or postponed.
9. That, if the Bidder is awarded the Contract, they will enter and execute the Contract as required.
10. That the Bidder will hold their bid open for a period of sixty (60) calendar days from the date that bids are due.
11. That the Bidder is legally able to enter into and perform a contract, if awarded.

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary to/for installation of Residential Septic System(s), Charleston, South Carolina in accordance with the specifications and Contract Documents for this Invitation for Bids.

Company Name: _____ State of Incorporation: _____

Mailing Address, City, State Zip: _____

Phone and Fax Number: _____

DHEC License Number: _____ Contractors Federal Tax ID #: _____

Principal(s) of Company Authorized Signature: _____

Printed Name: _____ Date: _____

A signature certifies that the price submitted was independently arrived at without collusion.

BID FORM
Page Two of Two

The A Bid Price must include all costs for the project that are associated with installation of a Residential Septic System as specified in this IFB. Bid Prices must include any and all applicable taxes.

No.	Name	Address	Repair	Total Cost of Septic System Installation or Repair (\$)
1.	Cherlyn Brown	969 Toby Road, McClellanville, SC 29458	Elevated Infiltration System (601), plumbing, abandon system	
2.	Deborah / James Cash	8519 Old Georgetown Road McClellanville, SC 29458	Elevated Infiltration System (601), plumbing, abandon system	
3.	Bernard Gibbs	963 Toby Road, McClellanville, SC 29458	Elevated Infiltration System (601), abandon system	
4.	Joann Fordham	7413 Highway 17 North Awendaw, SC 29429	Elevated Infiltration System (601), abandon system	
5.	Hilda Gathers	1166 Samson Road McClellanville, SC 29458	Elevated Infiltration System (601), abandon system	
6.	Arnold Martin	554 Society Road McClellanville, SC 29458	Elevated Infiltration System (601), abandon system	
7.	Eliza Oree	8489 Highway 17 North McClellanville, SC 29458	Elevated Infiltration System (601), plumbing, abandon system	
8.	Rebecca Scott	9403 Highway 17 North McClellanville, SC 29458	Elevated Infiltration System (601) , abandon system	
9.	Richard Simmons	859 Richard Main Drive Awendaw, SC 29429	Repair to septic tank lids and pump system	
10.	Margie Steed	7483 Highway 17 North Awendaw, SC 29429	Elevated Infiltration System (601) , abandon system	
11.	Clearence Weston	724 Society Road McClellanville, SC 29458	Elevated Infiltration System (601) , abandon system	
TOTAL				\$

Compliance with Illegal Immigration Act

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Project Name: Installation of Residential Septic System(s): Sewee to Santee Watershed Project

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

Non-Collusion Oath

COUNTY OF: _____

STATE OF: _____

Before me, the Undersigned, a Notary Public, for and in The District and State aforesaid, personally appeared _____ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

____ DAY OF _____, 2009

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

Authorized Signature for Bidder

Please print Bidder's name and address:

(Note: Notary seal required for Out of State Bidder)

Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

The District requires compliance with state and federal regulations governing Disadvantaged Business Enterprises (DBE), External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs. We build and maintain relationships to facilitate the development of socially and economically disadvantaged businesses and individuals.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies that it is committed to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Project Name: Installation of Residential Septic Tank(s): Sewee to Santee Watershed Project

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

**Drug-free Workplace Certification
(Contractor/Vendor Other Than Individuals)**

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Charleston County projects.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107-19 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/ Vendor's duties under the contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement, and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Project Name: Installation of Residential Septic System(s): Sewee to Santee Watershed Project

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name/Title: _____

Signature: _____ **Date:** _____

Witness: _____

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more

INSURANCE REQUIREMENTS

Contractors working for The District are required to procure and maintain for the duration of their contract with The District insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, its agents, representatives, employees or subconsultants. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages

The District, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to The District, its officials, employees or volunteers. To accomplish this objective, The District shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects The District, its officials, employees and volunteers. Any insurance or self-insurance maintained by The

District, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to The District, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against The District, its officials, employees and volunteers for losses arising from work performed by the Contractor for The District.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by The District.
- F. Each insured policy required by The District shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to The District.
- G. All coverages for subconsultants shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish The District with Certificates of Insurance noting the Endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates and Endorsements are to be received and approved by The District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

CHARLESTON COUNTY SAMPLE CERTIFICATE OF INSURANCE						
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
			COMPANIES AFFORDING COVERAGE			
			Company A (Issuing Company) Company B			
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> Comm. General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contract's Prot <input checked="" type="checkbox"/> Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executiv e Officers Are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	XXXXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	<input type="checkbox"/> Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: **ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93)) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY, AND OUR OBLIGATIONS ARE NOT AFFECTED BY ANY OTHER INSURANCE CARRIED BY THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT, OR ON ANY OTHER BASIS.**

CERTIFICATE HOLDER**CANCELLATION**

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative

AUTHORIZED REPRESENTATIVE

[illegible]

SUBCONTRACTOR DATA FORM

Use this form to list all subcontractors to be used on this project.

Attach additional copies of this form if needed. Substitutions for this form are not acceptable.

Prime Contractor: _____ City & State _____ Phone: (____) _____

Form Prepared by: _____ Title: _____ Date: _____ Total Bid Amount \$ _____

Sub's Name, Address, Phone and Principal	Short Description of Goods or Services to be Provided by Subcontractor	Subcontractor's Required License Number(s) (*See note below)	Indicate if Multiple Ownership is Less Than 51% for any Controlling Interest	Indicate if Ownership is at Least 51%	Indicate if Ownership is at Least 51%	Dollar Amount of Subcontract	Subcontract Percentage of Total Bid Amount
			<input type="checkbox"/> Publicly Traded Co. <input type="checkbox"/> No Controlling Interest Owns More Than 50%	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Pacific Islander <input type="checkbox"/> White American		
			<input type="checkbox"/> Publicly Traded Co. <input type="checkbox"/> No Controlling Interest Owns More Than 50%	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Pacific Islander <input type="checkbox"/> White American		
			<input type="checkbox"/> Publicly Traded Co. <input type="checkbox"/> No Controlling Interest Owns More Than 50%	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Pacific Islander <input type="checkbox"/> White American		
			<input type="checkbox"/> Publicly Traded Co. <input type="checkbox"/> No Controlling Interest Owns More Than 50%	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Pacific Islander <input type="checkbox"/> White American		

*List all licenses required for the subcontractor to conduct business in the state of South Carolina.



**STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As): _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. ____ Hiring or Contracting with:

Name: _____

Address: _____

____ Receiving Rentals or Royalties From:

Name: _____

Address: _____

____ Beneficiary of Trusts and Estates:

Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check appropriate box):

☐ The South Carolina Secretary of State or

☐ The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment, or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Signature of Nonresident Taxpayer: Owner, Partner or Corporate Officer, when relevant)

Date: _____

If Corporate Officer, state title: _____

(Seal) _____

INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: www.sctax.org

ATTACHMENT C

SAMPLE FORMS FOR CLOSING OUT A JOB

PROCEDURE FOR CLOSING OUT A JOB

CONTRACTOR'S FINAL INVOICE/RELEASE OF LIEN AND WARRANTY

FINAL PAYMENT REQUEST FORM

RELEASE OF RETAINAGE

DHEC FORM 1749: Installers Onsite Sewage Disposal System Repair Form (NOT ATTACHED)

DHEC FORM 1781: Certification of Final Approval (NOT ATTACHED)

CHARLESTON SOIL & WATER CONSERVATION DISTRICT

PROCEDURE FOR CLOSING A JOB

1. Notify Debbie Eckard, Grant Administrator at 843-727-4160 x 3.
2. Submit all subcontractor's waivers, warranties, guarantees, Contractor's final invoice, release of lien warranty, DHEC form 1781 "Certificate of Final Approval," and DHEC form 1749 "Installers Onsite Sewage Disposal system repair form (if applicable).
3. Should a punch list be created, it must be satisfied within thirty (30) calendar days of its date. If contractor fails to perform the work, then the sixty (60) day escrow will be used for repairs, and any extra charges will be paid by the contractor at fault.
4. NO FINAL CHECKS WILL BE ISSUED UNTIL ALL THE ABOVE IS SATISFIED.

MY SIGNATURE CONFIRMS THAT I HAVE READ AND UNDERSTAND, AND HAVE BEEN GIVEN A COPY OF THE PROCEDURE FOR CLOSING A JOB.

CONTRACTOR

DATE

cc: Contractor's File

CHARLESTON SOIL & WATER CONSERVATION DISTRICT**CONTRACTOR'S FINAL INVOICE RELEASE OF LIEN AND WARRANTY**

TO: _____

CONTRACT DATED: _____ PROPERTY AT: _____

TOTAL CONTRACT AMT. \$ _____

KNOW ALL MEN BY THESE PRESENTS:

As a final Invoice, the undersigned hereby certifies that there is due from and payable by The Charleston Soil and Water Conservation District to the CONTRACTOR under the above contract the balance or sum of \$ _____.

The undersigned further certifies that all work performed under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.

That in consideration of the payment of the amount stated in paragraph one (1) hereof the undersigned does hereby release The Charleston Soil and Water Conservation District from any and all claims arising under or by virtue of this contract; provided, however, that is for any reason The District does not pay in full the amount stated in paragraph one (1) hereof, said deductions shall not affect the validity of this release.

The undersigned hereby guarantees the work will perform for a period of one year from the date of final acceptance of all the work required by the contract, shown on the SC DHEC FORM 1749. He also attaches herewith all manufacturers' a suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the undersigned has signed this ____ day of _____, 2010.

Signature _____

Printed name _____

Notary public, State of South Carolina, County of Charleston.

My commission expires _____

Authorized Agent for Contractor (Signature)_____
Date

CHARLESTON SOIL & WATER CONSERVATION DISTRICT**RELEASE OF RETAINAGE**

ADDRESS:	
CONTRACTOR:	
RELEASE OF RETAINAGE	

I hereby certify that I have completed 100% of the work in accordance with the Contract and Request Release of Retainage of \$_____ which includes payment for all Change Orders. Also, all payments due my subcontractors, suppliers and, laborers have been made.

Authorized Agent for Contractor (Signature)

Date

I certify that all work is completed; warranties and release of liens have been received; permits have been finalized. I approve the Request for Release of Retainage for this contractor.

Charleston Conservation District Representative

Date